



PATENT
Customer No. 22,852
Attorney Docket No. 3495.0199-01000

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Application of:)	
)	
Pierre CHARNEAU et al.)	Group Art Unit: 1648
)	
Application No.: 10/602,663)	Examiner: L.W.Z. Humphrey
)	
Filed: June 25, 2003)	Confirmation No.: 8007
)	
For: USE OF TRIPLEX STRUCTURE DNA)	
IN TRANSFERRING NUCLEOTIDE)	
SEQUENCES)	

Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

SUBMISSION OF TERMINAL DISCLAIMERS

Applicants submit herewith a Terminal Disclaimer and a Submission Under 37 C.F.R.

§3.73(b) in the above-referenced application, executed by assignee Institut Pasteur.

Please associate these papers with the above-identified application. The requisite fee of \$130.00 is enclosed.

Please grant any extensions of time required to enter these papers and charge any additional required fees to our deposit account 06-0916.

Respectfully submitted,

FINNEGAN, HENDERSON, FARABOW,
GARRETT & DUNNER, L.L.P.

Dated: July 13, 2006

By: 
Deborah Katz
Reg. No. 51,863
Telephone: (202) 408-4382
Facsimile: (202) 408-4400
E-mail: deborah.katz@finnegan.com



PATENT
Customer No. 22,852
Attorney Docket No. 03495.0199-01000

Submission Under 37 CFR 3.73(b)

Applicants: Pierre CHARNEAU et al.

Application No.: 10/602,663

Filed: June 25, 2003

For: USE OF TRIPLEX STRUCTURE DNA IN TRANSFERRING NUCLEOTIDE SEQUENCES

Institut Pasteur, a non-profit private foundation, submits that it is the Assignee of the entire right, title and interest in the patent application identified above by virtue of:

- ☒ An assignment from the inventors of the patent application identified above. The assignment was recorded in the Patent and Trademark Office at Reel 014631, Frame 0271 on October 27, 2003, a copy of which is attached hereto.
- ☒ Copies of assignments of other documents in the chain of title are attached.

The undersigned (whose title is supplied below) is empowered to sign this certificate on behalf of the Assignee.

I hereby declare that all statements made herein of my own knowledge are true, and that all statements made on information and belief are believed to be true; and further, that these statements are made with the knowledge that willful false statements, and the like so made, are punishable by fine or imprisonment, or both, under Section 1001, Title 18 of the United States Code, and that such willful false statements may jeopardize the validity of the application or any patent issuing thereon.

Date: July 3rd, 2006

Name: Alice DAUTRY

Title: President

Signature: A. Dautry



PATENT
Attorney Docket No. 03495-0199-01000

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Application of:)
)
Pierre CHARNEAU et al.) Group Art Unit: 1645
)
Application No.: 10/602,663) Examiner: L.W.Z. Humphrey
)
Filed: June 25, 2003)
)
For: USE OF TRIPLEX STRUCTURE) Confirmation No.: 8007
DNA IN TRANSFERRING)
NUCLEOTIDE SEQUENCES)
)

Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

Sir:

TERMINAL DISCLAIMER

Assignee, Institut Pasteur, duly organized under the laws of France and having its principal place of business at 25-28 rue du Dr. Roux, 75724 Paris Cedex 15, France, represents that it is the assignee of the entire right, title and interest in and to the above-identified application, Application No. 10/602,663, filed June 25, 2003, for USE OF TRIPLEX STRUCTURE DNA IN TRANSFERRING NUCLEOTIDE SEQUENCES in the names of Pierre Charneau, Hüseyin Firat, and Véronique Zennouas, are indicated by assignment duly recorded in the United States Patent and Trademark Office at Reel 014631, Frame 0271 on October 27, 2003. Assignee Institut Pasteur further represents that it is the assignee of the entire right, title and interest in and to U.S. Patent No. 6,682,907, as indicated by assignment duly recorded in the United States Patent and Trademark Office at Reel 014631, Frame 0271 on October 27, 2003.

AD

To obviate a double patenting rejection, Assignee hereby disclaims, except as provided below, the terminal part of the statutory term of any patent granted on the instant application, which would extend beyond the expiration date of the full statutory term defined in 35 U.S.C. §§ 154 to 156 and 173, as presently shortened by any terminal disclaimer, of prior patent No. 6,682,907, Assignee hereby agrees that any patent so granted on the instant application shall be enforceable only for and during such period that it and the prior patent are commonly owned. This agreement runs with any patent granted on the instant application and is binding upon the grantee, its successors or assigns.

In making the above disclaimer, Assignee does not disclaim the terminal part of any patent granted on the instant application that would extend to the expiration date of the full statutory term as defined in 35 U.S.C. §§ 154 to 156 and 173 of the prior patent, as presently shortened by any terminal disclaimer, in the event that the prior patent later expires for failure to pay a maintenance fee, is held unenforceable, is found invalid by a court of competent jurisdiction, is statutorily disclaimed in whole or in part, is terminally disclaimed under 37 C.F.R. § 1.321, has all claims canceled by a reexamination certificate, is reissued, or is in any manner terminated prior to the expiration of its full statutory term as presently shortened by any terminal disclaimer.

The undersigned is authorized to act on behalf of Assignee Institut Pasteur.

I hereby declare that all statements made of our own knowledge and belief are true and that all statements made on information and belief are believed to be true and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section

A D

1001 of Title 18 of the United States Code and that such willful false statements may
jeopardize the validity of the application or any patent issuing thereon.

Respectfully submitted,

By: A. Daurly
Signature
Name: Alice DAURY
Title: President
Assignee: Institut Pasteur

Dated: July 3rd, 2006



UNITED STATES PATENT AND TRADEMARK OFFICE

UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

MAY 19, 2004

PTAS
FINNEGAN, HENDERSON, FARABOW, ET AL.
KENNETH J. MEYERS
1300 I STREET, N.W.
WASHINGTON, D.C. 20005-3515



102587665A

03495-0199
KJM/SHL

UNITED STATES PATENT AND TRADEMARK OFFICE
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231.

RECORDATION DATE: 10/27/2003

REEL/FRAME: 014631/0271
NUMBER OF PAGES: 4

BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).

ASSIGNOR:

CHARNEAU, PIERRE

DOC DATE: 06/12/2003

ASSIGNOR:

ZENNOU, VERONIQUE

DOC DATE: 07/08/2003

ASSIGNOR:

FIRAT, HUSEYIN

DOC DATE: 07/16/2003

ASSIGNEE:

INSTITUT PASTEUR
28, RUE DE DOCTEUR ROUX
75724 PARIS, CEDEX 15, FRANCE

5/24/04
JDS

014631/0271 PAGE 2

SERIAL NUMBER: 09688990

FILING DATE: 10/17/2000

PATENT NUMBER: 6682907

ISSUE DATE: 01/27/2004

TITLE: USE OF TRIPLEX STRUCTURE DNA IN TRANSFERRING NUCLEOTIDE SEQUENCES

DOCKET NUMBER: 03495.0199

JEEVON JONES, EXAMINER
ASSIGNMENT DIVISION
OFFICE OF PUBLIC RECORDS

10-30-2003

U.S. Department of Commerce
Patent and Trademark Office
Attorney Docket No. 3495.0199
Attorney Customer Number: 22,852To the Director of the U.S. Patent and
Please record the attached original d.

102587665

Mail Stop Assignment Recordation Services

1. Name of conveying party(ies):
Pierre CHARNEAU;
Véronique ZENNOU; and
Hüseyin FIRAT

2. Name and address of receiving party(ies):

Name:

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

Internal Address: INSTITUT PASTEUR

3. Nature of conveyance:

Street Address: 28, rue de Docteur Roux, 75724 Paris,
Cedex 15, France☒ Assignment ☐ Merger

City:

☐ Security Agreement ☐ Change of Name

State:

Zip Code:

☐ Other:

Additional name(s) & Address(es) attached?

Execution Date: June 12, 2003; July 8, 2003 and July 16, 2003

☐ Yes☒ No

4. Application number(s) or patent number(s): If this document is being filed together with a new application, the execution date of the application:

A. Patent Application Number(s):

09/688,990

B. Patent Number(s):

Additional numbers attached?

☐ Yes☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Kenneth J. Meyers, Esq.

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41): \$40

☒ Enclosed (Please charge deficiency to deposit account)☐ Authorized to be charged to deposit accountInternal Address: FINNEGAN, HENDERSON, FARABOW, GARRETT
& DUNNER, L.L.P.

Street Address: 1300 I Street, N.W.

City: Washington, D.C.

State: Zip: 20005-3315

8. Deposit Account No.: 06-0916

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Kenneth J. Meyers
Reg. No. 25,146

Signature

October 27, 2003

Date

Total number of pages including cover sheet, attachments and documents: 4

ASSIGNMENT

WHEREAS We, the below named inventors, [hereinafter referred to as Assignors], have made an invention entitled:

USE OF TRIPLEX STRUCTURE DNA SEQUENCES FOR TRANSFERRING NUCLEOTIDE SEQUENCES

for which We filed an application for United States Letters Patent on October 17, 2000 (Application No. 09/688,990); and

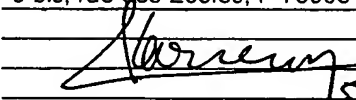
WHEREAS, Institut Pasteur, a corporation of France whose post office address is 28, rue de Docteur Roux, 75724 Paris, Cedex 15 (hereinafter referred to as Assignee), is desirous of securing the entire right, title, and interest in and to this invention in all countries throughout the world, and in and to the application for United States Letters Patent on this invention and the Letters Patent to be issued upon this application;

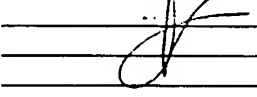
NOW THEREFORE, be it known that for and in consideration of the sum of One Dollar (\$1.00) in hand paid and other good and valuable consideration the receipt of which from Assignee is hereby acknowledged, We, as Assignors, have sold, assigned, transferred, and set over, and do hereby sell, assign, transfer, and set over unto the Assignee, its lawful successors and assigns, our entire right, title, and interest in and to this invention, and this application, and all divisions, and continuations thereof, and all Letters Patent of the United States which may be granted thereon, and all reissues thereof, and all rights to claim priority on the basis of the above provisional application (if any), as well as all rights to claim priority on the basis of this application, and all applications for Letters Patent which may hereafter be filed for this invention in any foreign country and all Letters Patent which may be granted on this invention in any foreign country, and all extensions, renewals, and reissues thereof; and We hereby authorize and request the Commissioner of Patents and Trademarks of the United States and any official of any foreign country whose duty it is to issue patents on applications as described above, to issue all Letters Patent for this invention to Assignee, its successors and assigns, in accordance with the terms of this Assignment;

AND, WE HEREBY covenant that We have the full right to convey the interest assigned by this Assignment, and We have not executed and will not execute any agreement in conflict with this Assignment;

AND, WE HEREBY further covenant and agree that We will, without further consideration, communicate with Assignee, its successors and assigns, any facts known to us respecting this invention, and testify in any legal proceeding, sign all lawful papers when called upon to do so, execute and deliver any and all papers that may be necessary or desirable to perfect the title to this invention in said Assignee, its successors or assigns, execute all divisional, continuation, and reissue applications, make all rightful oaths and generally do everything possible to aid Assignee, its successors and assigns, to obtain and enforce proper patent protection for this invention in the United States and any foreign country, it being understood that any expense incident to the execution of such papers shall be borne by the Assignee, its successors and assigns.

IN TESTIMONY WHEREOF, We have hereunto set our hands.

Name: Pierre CHARNEAU
Address: 6 bis, rue des Ecoles, F-75005 Paris, France
By: 
Date: June 12th 2003

Name: Véronique ZENNOU
Address: 48, rue Gréneté, F-75003 Paris, France
By: 
Date: July 8th 2003

Name: Hüseyin FIRAT
Address: 245, rue de Tolbiac, F-75013 Paris, France
By: H. Firat
Date: July 16th 2003



3495.0226-01 KJM/DVK

UNITED STATES PATENT AND TRADEMARK OFFICE

UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

MARCH 15, 2004

PTAS

FINNEGAN, HENDERSON, FARABOW, ET AL
MR. ERNEST F. CHAPMAN
1300 I STREET, N.W.
WASHINGTON, D.C. 20005-3315



102534001A

UNITED STATES PATENT AND TRADEMARK OFFICE NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231.

RECORDATION DATE: 08/21/2003

REEL/FRAME: 014413/0267
NUMBER OF PAGES: 5

BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).

ASSIGNOR:
CHARNEAU, PIERRE

DOC DATE: 07/11/2003

ASSIGNOR:
FIRAT, HUSEYIN

DOC DATE: 05/23/2003

ASSIGNOR:
ZENNOU, VERONIQUE

DOC DATE: 07/08/2003

ASSIGNEE:
INSTITUT PASTEUR
25-28 RUE DU DR. ROUX
75724 PARIS CEDEX 15, FRANCE

FILING DATE: 12/06/2002
ISSUE DATE:

SERIAL NUMBER: 10313038
PATENT NUMBER:

01/18/03-18-04 P

014413/0267 PAGE 2

TONYA LEE, EXAMINER
ASSIGNMENT DIVISION
OFFICE OF PUBLIC RECORDS

08-26-2003

ET

U.S. Department of Commerce
Patent and Trademark Office
Attorney Docket No. 03495.0226-01
Attorney Customer Number: 22,852

To the Honorable Commissioner
Please record the attached original

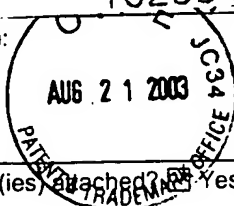
102534001

ATTN. BOX ASSIGNMENTS RECORDATION
SERVICES

1. Name of conveying party(ies):
1) Pierre CHARNEAU
2) Huseyin FIRAT
3) Veronique ZENNOU

2. Name and address of receiving party(ies):

Name: 1) INSTITUT PASTEUR



Additional name(s) of conveying party(ies) attached? Yes ☒ No

Internal Address:

3. Nature of conveyance:

Street Address: 25-28 rue du Dr. Roux, 75724 Paris
Cedex 15, France

☒ Assignment ☐ Merger

City:

☐ Security Agreement ☐ Change of Name

State:

Zip Code:

☐ Other:

Additional name(s) & Address(es) attached?

Execution Date: 1) July 11, 2003
2) May 23, 2003
3) July 8, 2003

☒ Yes

☐ No

4. Application number(s) or patent number(s): If this document is being filed together with a new application, the execution date of the application:

A. Patent Application Number(s):

10/313,038

B. Patent Number(s):

Additional numbers attached?

☐ Yes

☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

6. Total number of applications and registrations involved:
1

Name: Mr. Ernest F. Chapman

7. Total fee (37 CFR 3.41): \$40

☒ Enclosed (Please charge deficiency to deposit account)

☐ Authorized to be charged to deposit account

Internal Address: FINNEGAN, HENDERSON, FARABOW, GARRETT & DUNNER, L.L.P.

Street Address: 1300 I Street, N.W.

City: Washington, D.C.

State: Zip: 20005-3315

8. Deposit Account No.: 06-0916

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Ernest F. Chapman
Reg. No. 25,961

Signature

August 21, 2003

Date

Total number of pages including cover sheet, attachments and documents: 6

08/25/2003 ECD0000 00000165 10313038

01 FC:8021

40.00 DP

Additional Name and Address of Receiving Party:

- 2) CENTRE NATIONALE DE LA RECHRCHE SCIENTIFIQUE
3 rue Michel-Ange,
75794 Paris Cedex 16,
France

JOINT INVENTION
(U.S. Rights Only)

ASSIGNMENT

WHEREAS, We, the below named inventors, (hereinafter referred to as assignors, have made an invention entitled:

LENTIVIRAL VECTORS FOR THE PREPARATION OF IMMUNOTHERAPEUTICAL COMPOSITIONS

for which we executed an application for United States Letters Patent concurrently herewith or on or filed an application for United States Letters Patent on December 6, 2002 (Application No.); and

WHEREAS, INSTITUT PASTEUR, a corporation of France, whose post office address is 25-28 rue du Dr. Roux, 75724 Paris Cedex 15, France, and CENTRE NATIONALE DE LA RECHERCHE SCIENTIFIQUE, a corporation of France, whose post office address is 3 rue Michel-Ange, 75794 Paris Cedex 16, France (hereinafter referred to as assignee), is desirous of securing the entire right, title, and interest in and to this invention, the application for United States Letters Patent on this invention and the Letters Patent to be issued upon this application;

NOW THEREFORE, be it known that, for good and valuable consideration the receipt of which from assignee is hereby acknowledged, we, as assignors, have sold, assigned, transferred, and set over, and do hereby sell, assign, transfer, and set over unto the assignee, its lawful successors and assigns, our entire right, title, and interest in and to this invention and this application, and all divisions, and continuations thereof, and all Letters Patent of the United States which may be granted thereon, and all reissues thereof; and we hereby authorize and request the Commissioner of Patents and Trademarks of the United States to issue all Letters Patent for this invention to assignee, its successors and assigns, in accordance with the terms of this Assignment;

AND, WE HEREBY further covenant and agree that we will, without further consideration, communicate with assignee, its successors and assigns, any facts known to us respecting this invention and testify in any legal proceeding, sign all lawful papers when called upon to do so, execute and deliver all papers that may be necessary or desirable to perfect the title to this invention in said assignee, its successors and assigns, execute all divisional, continuation, and reissue applications, make all rightful oaths and generally do everything possible to aid assignee, its successors and assigns, to obtain and enforce proper patent protection for this invention in the United States, it being understood that any expense incident to the execution of such papers shall be borne by the assignee, its successors and assigns.

AND, WE HEREBY authorize and request the attorneys we have empowered in the Declaration and Power of Attorney in this application, to insert here in parentheses (Application No. , filed December 6, 2002) the filing date and application number of said application when known.

IN TESTIMONY WHEREOF, we have hereunto set our hands.

First Assignor

Pierre CHARNEAU
6 bis, rue des Ecoles,
75005 Paris,
France

Citizenship: France

Signature: _____

Date: _____

Second Assignor

Hüseyin FIRAT
245 rue de Tolbiac,
75013 Paris,
France

Citizenship: Turkey

Signature: _____

Date: _____

Third Assignor

Véronique ZENNOU
48 rue Greneta,
75001 Paris,
France

Citizenship: France

Signature: _____

Date: _____

IN TESTIMONY WHEREOF, we have hereunto set our hands.

First Assignor

Pierre CHARNEAU
6 bis, rue des Ecoles,
75005 Paris,
France

Citizenship: France

Signature: _____

Date: _____

Second Assignor

Hüseyin FIRAT
245 rue de Tolbiac,
75013 Paris,
France

Citizenship: Turkey / France *Hüseyin*

Signature: *Hüseyin* _____

Date: *23 May 2003* _____

Third Assignor

Véronique ZENNOU
48 rue Greneta,
75001 Paris,
France

Citizenship: France

Signature: _____

Date: _____

IN TESTIMONY WHEREOF, we have hereunto set our hands.

First Assignor

Pierre CHARNEAU
6 bis, rue des Ecoles,
75005 Paris,
France

Citizenship: France

Signature: _____

Date: _____

Second Assignor

Hüseyin FIRAT
245 rue de Tolbiac,
75013 Paris,
France

Citizenship: Turkey

Signature: _____

Date: _____

Third Assignor

Véronique ZENNOU
48 rue Greneta,
75001 Paris,
France

Citizenship: France

Signature: _____

Date: _____

07/08/03